

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS

Annie Webb

Plaintiff

MW

HPM Living Villas by the Park

4-25CV-429-0

Civil Action No.

Defendant

Human Relations Commission

COMPLAINT

The human relations Commission failed to uphold duty when investigate my discrimination case causing wrongful no cause Determination. HPM Living and Villas by the Park caused injury and worsened disability when denying my reasonable accommodations. All ~~part~~ Defendants are

* Attach additional pages as needed.

Responsible for further injuries

Date

4-18-25

Signature

Annie Webb

Print Name

Annie Webb

Address

2521 Forest Creek Dr

City, State, Zip

Fort Worth, Tx 76123

Telephone

817-770-9305

I am filling a lawsuit for injury, negligent infliction of emotional distress, retaliation, discrimination, worsened disability, bias, improper investigation resulting in wrongful no reasonable cause, lost food, breached confidential information, damaged property and incomplete work orders reimbursement.

I had to adjust to living after being denied a reasonable accommodation for parking starting 9/28/23 to 1/30/24. During the 4 month waiting period my disability worsened drastically. I was in pain, fell, had severe anxiety and panic attacks, depression, had to be prescribed a boot on my right foot to maintain mobility, could not drive as well as being prescribed a shower chair that I am still using currently. During the time that I was unable to drive my car tires leaked air and I had to purchase four new tires as well as spend money on lift rides. After making a complaint to have my parking space reserved, work orders began to be completely ignored.

My medical information was disclosed, management informed neighbors of what

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Reserved parking space belonged to me and doctors notes that I had given them. I sent emails to management about people still parking in the reserved spaces that they said was made for me and have photos of Maintenance primarily using these reserved spaces. After my worsened condition it was unbearable for me to live in this unit with stairs. My doctor evaluated me and requested for me to have a first floor unit. On 5/23/24 I requested reasonable accommodation to relocate. Chandra emailed me stating that she accepts my accommodation as a 30-day notice to vacate on or before June 22nd 2024. The manager explained to me that they allowed 60 days as the lease states but she told me in an email that In most cases the lease asks for 60 days but they weren't aware of the agreement to resolve the fair housing complaint that I made so I then had 30 days to vacate and this was my only option. On May 28th I was given a request to mutually dissolve lease and leasing staff tried to pressure me into signing without me having time to understand what this form meant. I had to retract the request at that time due to the unreasonable circumstances that she made as it would put me in hardship to have to relocate within 30 days. The retaliation

caused me severe anxiety and worsened my conditions as well as cased me to have a fall on the stairs and hurt my hand during emotional distress. Service request were left untreated including mold in vents that caused service dog and I to get sick and I had to buy air quality devices. I had to have my own inspector look at the water heater as the temperature was extremely hot and was advised that there was no t&p valve connected, no drip pan or discharge line. On 9/23/24 I was given a general release of all claims form to sign in exchange for a \$100 Walmart gift card. I was told that this form was agreed upon by fwhs, but fwhs advised me that this was not true. I was told this information to be coerced into signing this document from property management because I am on housing assistance. This was a misrepresented document that had wording containing unfair advantages. What the property manager told me was different from what this document stated making it very deceiving. My apartment did not pass an inspection back in August 2023 due to broken refrigerator seal. I did not have adequate food temperature and lost food. The faild inspection notice stated "if repairs were not completed by abatement date then the tenant would not be responsible to make up the difference in rent or monies withheld

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up the difference in rent or monies withheld by FWHS". On 06/12/24 I emailed Chandra regional manager letting her know of the food that I lost for June was \$100 and to see about reimbursement for this specific month but she stated that my request could not be approved.

I also had ignored service requests. After asking the reason why it wasn't approved she stopped responding to my emails.

Maintenance had to take my refrigerator out of my unit and bring in a used refrigerator from another unit. After the replacement was connected it took hours to cool and I spoke to the inspector about the replaced refrigerator being infested but was told to use an insect killer.

I also advised the apartment office but nothing was done until the end of day July 12th. I also emailed the inspector about the replaced refrigerator on 7/10/24 showing that it also had the same issues "broken seal" with pictures included. Same refrigerator was in unit until moving out. I made work orders for it to be fixed but nothing was done. I had to go weeks without food, visit food pantries for 2 months, inquired credit card interest for food purchases causing bad credit, lost food from infestation, damaged merchandise from infestation. was exposed to carbon

Intestation, was exposed to carbon monoxide, and Pest Control went over a month without spraying. Pest Control came this week to let me know that office had not made a key for my unit as well. Several service requests took over 2 months to complete.

Due to managements negligence I now walk with a lemp without my can or knee scooter that was prescribed after this incident, I have worsened back and hip pain, I had gained a significant amount of weight, balance worsened, I had to move without compensation to get movers which worsened injuries, had to pay extra after reasonable accommodation approval to relocate and it is now painful to drive.

30days before moving out the parking space that the apartments claimed to be made for me was removed and was to no access to me.

During this last month I had emotional distress to the point of not wanting to live and my family and I have text showing how horrible it had gotten for me.

In the no reasonable cause determination there were several violations of provisions of the division. I have emails denying my right to appeal. The determination should have met all prima facie of discrimination to grant

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In the no reasonable cause determination there were several violations of provisions of the division. I have emails denying my right to appeal. The determination should have met all prima facie of discrimination to grant a reasonable accommodation request. The investigator also did not take my retaliation complaint. There was false information throughout the notice and I have emails and pictures that shows that the determination was bias.

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Adding to Complaint, the investigator did not include the respondents to the violation investigation:
RPM Living, Villas by the Park.

He also failed to uphold duty in the investigation. I am seeking 1,000,000 in discrimination because of the injuries I suffered from
If not settled requesting jury
Trial.

Evidence

**Notice of No Cause Determination**

May 16, 2024

Annie Webb
2424 Warrior Cir., Apt. 821
Fort Worth, TX 76119



Subject: Title VIII Housing Complaint
Annie Webb v. Fort Worth Affordability Inc., et al.
Inquiry No.: 756077
HUD Case No.: 06-24-797-8
FWHRC No.: FW-23-60

Dear Complainant:

The Commission has completed its investigation of the subject complaint filed under the Fair Housing Act (the Act) and the Fort Worth City Ordinance 11075. Informal efforts to resolve the case during the investigation were unsuccessful.

Based on the evidence obtained during the investigation, the Commission has determined that reasonable cause does not exist to believe that a discriminatory housing practice has occurred. **The Determination has been enclosed with this letter.** Accordingly, the above-referenced complaint is hereby dismissed.

This dismissal does not prevent the complainants from re-filing a complaint with the Commission based on newly discovered or previously unavailable information – provided the one-year time limit for filing a complaint has not expired. Written requests for reconsideration must be made within 20 days of the receipt of the dismissal. ✱

Notwithstanding a dismissal by the Commission, the Act provides that the complainant may file a civil action in an appropriate federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney, or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

HUMAN RELATIONS COMMISSION

THE CITY OF FORT WORTH • 200 TEXAS STREET • FORT WORTH, TEXAS 76102
817-392-7525 • FAX 817-392-7529

GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims is made and entered into this 20th day of September, 2024, and between Annie Webb, hereafter referred to as "Releasor", and Annie Webb and Roscoe Properties, Inc., hereafter referred to as "Releasees".

The Releasor, by his/her signature and for the sole consideration of \$100.00 for reimbursement of food, paid to the Releasor, the receipt and sufficiency of which is acknowledged, does hereby release, acquit and forever discharge the Releasees, their current and prior members, partners, shareholders, agents, employees, managers, attorneys, affiliates, directors, officers, successors and assigns ("Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation, which Releasor now has or which may accrue on account of, or in any way grow out of, any and all known and unknown, foreseen and unforeseen property damage/bodily injury resulting from or arising out of the accident, casualty or event which allegedly occurred on or about July 1, 2024, at or near 2425 Warrior Drive, Apt 821

The Releasor understands and agrees that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees. Releasor further understands and agrees that this General Release of All Claims shall be complete and shall not be subject to any claim of mistake of fact or law and is a full and final compromise of all claims - past, present and future.

Releasor affirmatively states that there are no claims or liens by any insurance company, employer, governmental agency, which claim may be enforceable against the proceeds of this settlement or against Releasees. If any claim or lien is asserted against Releasees, or the proceeds of this settlement, then the Releasor hereby covenants and agrees to pay and satisfy any and all claims and liens, whether or not the lien or claim could presently be anticipated. Releasor agrees to defend, indemnify, and hold harmless Releasees from any and all claims, liens, judgments, settlements, costs, expenses, actions, suits and attorneys' fees, which result from or arise out of the assertion or enforcement of any claim or lien. Releasor further affirmatively states that he/she is not a Specially Designated National or Blocked Person as defined by the Office of Foreign Assets Control of the US Department of the Treasury, which would prevent Releasees from issuing payment to Releasor.

Releasor does hereby warrant and agree that the amount of the payment and the terms of this settlement, and the contents of this General Release of All Claims, shall remain confidential, and shall not disclose such claims or terms to any other person than the parties to this Release. Additionally, Resident shall not disclose any claims or complaints Resident allegedly has against the Owner or RPM Living to others including existing or prospective residents of the Owner's apartment community, members of the media, government, or other agencies, etc. or by posting any alleged claims or statements about the Owner or RPM Living on the Internet, including through social media (Facebook, Twitter, Instagram, etc.) or apartment-rating websites or blogs. Resident further agrees not to solicit claims or complaints against the Owner or RPM Living from others including existing or prospective residents of the Owner's apartment community. Resident acknowledges that this confidentiality provision is a material part of the Cancellation, and, in the event, Resident violates this provision, Resident shall be deemed to be in default of this Cancellation and the Owner shall have the right to recover any damages under the Lease or otherwise as if the Lease were not terminated by this Cancellation.

By executing this General Release of All Claims, Releasor represents that he/she is of sound mind, understands the terms and conditions contained herein, and has entered this agreement voluntarily. Releasor

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further represents that he/she is the lawful owner of the property and entitled to the recovery for which this settlement is made.

AGREED TO AND EXECUTED this 20 day of September, 2024.

OWNER'S AGENT:

VMP 9.23.24

RESIDENT(S):

Signature:

Victoria M. Dubon

Signature:

Name Printed:

Victoria M. Dubon

Name Printed:

Title:

Community Manager

Witness:

Signature:

Signature:

Name Printed:

Name Printed:

Title:

Resident refused to sign.
wants time to look over.

9.23.24

Victoria M. Dubon

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein must be completed and filed with the filing and service of process of your papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Annie Webb
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant Rdm living Villasbythepark Human Relations Commission
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 400 State Reapportionment	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud			<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending			<input type="checkbox"/> 430 Banks and Banking	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage			<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability			<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability				<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 160 Stockholders' Suits	<input checked="" type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice				<input type="checkbox"/> 485 Telephone Consumer Protection Act	
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 850 Securities/Commodities/Exchange	
					<input type="checkbox"/> 890 Other Statutory Actions	
					<input type="checkbox"/> 891 Agricultural Acts	
					<input type="checkbox"/> 893 Environmental Matters	
					<input type="checkbox"/> 895 Freedom of Information Act	
					<input type="checkbox"/> 896 Arbitration	
					<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision	
					<input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE